



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Thomas J. Martuch et al.

Serial No.: 10/050,695

Examiner: N. Bhat

Filed: January 15, 2002

Confirmation No. 6717

For: EASILY EXPANDABLE,
NONTRAPPING, FLEXIBLE PAPER,
MICROWAVE PACKAGE

Group Art Unit: 1761

Docket No.: 09649/141 (G5317USACIP)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I CERTIFY THAT THIS PAPER IS BEING DEPOSITED
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TO THE COMMISSIONER FOR PATENTS, P.O. BOX
1450, ALEXANDRIA, VA 22313-1450, ON JANUARY 15,
2004 (37 CFR 1.8a).

Yulandra Y. Washington

TERMINAL DISCLAIMER

Dear Sir:

Your Petitioner, General Mills, Inc., a corporation of the State of Minnesota having a principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota, represents it is the assignee of 100% interest in the above application by virtue of the attached assignments from Thomas J. Martuch and Randal J. Monforton dated March 18, 2002, Marsha D. Thompson Hunt dated March 16, 2002 and Melissa L. Jacobs dated March 28, 2002. Your Petitioner further represents it is the assignee of 100% interest in U.S. Patent No. 6,306,448 entitled *Easily Expandable, Nontrapping, Flexible Paper, Microwave Package* under an assignment from Thomas J. Martuch, Randal J. Monforton, Marsha D. Thompson Hunt and Melissa L. Jacobs recorded on August 21, 2001 on Reel 011882, Frame 0580, in the United States Patent and Trademark Office. Your Petitioner further represents it is the assignee of 100% interest in U.S. Patent No. 6,660,983 entitled *Easily Expandable, Nontrapping, Flexible Paper, Microwave Package* under an assignment from Randal J. Monforton, Ronald W. Hegner, Michael R. Perry, and Melissa L. Jacobs recorded on September 26, 2003 on Reel 014010, Frame 0542, in the United States Patent and Trademark Office.

01/22/2004 TLUU11 00000010 070900 10050695

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Your Petitioner, General Mills, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Patent Nos. 6,306,448 and 6,660,983. Your petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 6,306,448 and 6,660,983. This agreement runs with any patent granted on this above-identified application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the Petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Patent Nos. 6,306,448 and 6,660,983 in the event that U.S. Patent Nos. 6,306,448 and 6,660,983 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned is an attorney of record and is empowered to sign this Terminal Disclaimer on behalf of the assignee.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

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The Commissioner is hereby authorized to charge the extension fee of \$110.00 to deposit account 07-0900. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account 07-0900.

Respectfully submitted,

GENERAL MILLS, INC.

Dated: January 14, 2004

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